IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.3805 OF 2003

IN

SUIT NO.47 OF 2000

Mrs.Gretta D'Souza. ... Plaintiff.

vs.

1.Mr.Anwar Razak Khan & others. ...Defendants

Mr.J.Reis i/b. N.J.D'Monte, for Plaintiff.

Mr.P.M.Havnur, for Defendants 2 to 5.

CORAM: D.K.DESHMUKH,J.

DATED: 9th March, 2007

P.C.:-

With the consent of the plaintiff and defendant nos. 2 to 5 the notice of motion is disposed of in the following terms, and it is made clear that the defendant nos. 2 to 5 have given their consent for passing the following order with prejudice to their rights and contentions.:-

1. The notice of motion is granted in terms of prayer clause (a)

excluding bracketed portion.

2. The Court Receiver shall take, however, only symbolic possession of the structures occupied by the defendant nos.2, 3, 4 and 5. The Court Receiver shall appoint defendant nos.2, 3, 4 and 5 as his agents to be in possession of the structures that are in their possession, on usual terms and conditions including royalty but no security. The amount of royalty shall be however Rs.500/- in relation to each unit in possession of the defendant nos.2,3,4 & 5.

3. The liability of paying outgoings shall be of the defendant nos. 2 to 5. After paying the outgoings of the property they will submit receipts to the Receiver to satisfy the Receiver that they are regularly paying the outgoings.

4. In case any repairs are necessary to the structures, the defendant nos. 2 to 5 shall be at liberty to apply to the Receiver with due notice to the plaintiff. On such application being received, the Receiver shall hold necessary inquiry and submit a report to the Court and seek appropriate order.

6. It is clarified that the amount of royalty shall be recovered from 1st March,2007.

Notice of motion is disposed of.